

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

G & J TRUCKING, LLC)	
)	
Plaintiff,)	CIVIL ACTION
)	FILE NO.: <u>1:21-cv-05171-JPB</u>
)	
vs.)	Jury Trial Demand
)	
TRUIST BANK, INC.)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES

COMES NOW, Plaintiff G & J Trucking, LLC, (hereinafter "Plaintiff" or "G & J"), by and through its undersigned counsel of record, and hereby file this COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL against Truist Bank, Inc., ("Defendant" or "Truist Bank") showing this Honorable Court as follows:

INTRODUCTION

1. This is an action for breach of contract, conversion, breach of the good faith, fair dealing covenant and damages arising out of Defendant Truist Bank, Inc.'s conversion of Plaintiff G & J Trucking, LLC's bank funds on December 23,

2019. Plaintiff seeks damages, costs of litigation, and attorney's fees as remedy for Defendant's actions.

THE PARTIES

2. Plaintiff G & J Trucking, LLC is a domestic corporation licensed to conduct business in the State of Georgia.

3. Defendant Truist Bank is a foreign profit corporation licensed to conduct business in the State of Georgia.

4. Truist Bank is the successor in interest to SunTrust Banks, Inc. ("SunTrust") as a result of a merger between SunTrust and BB&T Corp in December 2019.

5. At the time of the events of which Plaintiff complains, Truist Bank, through its predecessor SunTrust, conducted business, maintained facilities, and derived substantial revenue in the State of Georgia and is subject to the jurisdiction and venue of this Court.

6. Truist Bank may be served with process by serving a copy of the Complaint and Summons on its registered agent Corporation Service Company at 2 Sun Court, Suite 400, Peachtree Corners, Gwinnett, Georgia 30092.

JURISDICTION AND VENUE

7. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332(a).

Defendant is a foreign corporation with its principal place of business in Winston-Salem, North Carolina (Forsyth County). Plaintiff is a domestic corporation and submits itself to the jurisdiction of this court. At all times relevant to the allegations herein, the Defendant, Truist Bank, Inc., was registered with the Georgia Secretary of State to conduct business in the State of Georgia. The Defendant may be served with summons and complaint through its Registered Agent, Corporation Service Company at 2 Sun Court, Suite 400, Peachtree Corners, Gwinnett, Georgia 30092.

8. Venue in the Northern District of Georgia is proper pursuant to 28 U.S.C. § 1391(b) and (c), because the Defendant is a corporation and does business in this District. Venue is also proper because a substantial part of the events or omissions giving rise in this action occurred in or emanated from this District, including the decisions made by Truist Bank personnel that led to the injuries of the Plaintiff G & J Trucking, LLC.

FACTUAL ALLEGATIONS

9. Plaintiff G & J Trucking, LLC established business bank account(s) with SunTrust Bank, prior to its merger with BB&T Bank, now known as Truist Bank.

10. Subsequent to opening its bank account(s) with the Defendant, Plaintiff

operated its trucking business and deposited funds earned from the lawful operation of same.

11. On or about December 23, 2019, Defendant's bank account reflected a transaction referred to on its bank statement as "Legal Order Debit."

12. Said transaction debited from Plaintiff's business account approximately \$21,835.00 (twenty-one thousand eight hundred thirty-five dollars and zero cents).

13. As a result of said unlawful debit of Plaintiff's account, Plaintiff suffered Returned Item Fees.

14. As a result of said unlawful debit of Plaintiff's account, Plaintiff suffered Overdraft Item Fees.

15. As a result of said unlawful debit of Plaintiff's account, Plaintiff suffered third party penalties for returned items.

16. On or about January 2, 2020, undersigned counsel for Plaintiff contacted Defendant SunTrust Operations Center, Orlando Florida in an attempt to resolve the matter absent court intervention.

17. On January 2, 2020, undersigned counsel for Plaintiff mailed written correspondence to SunTrust Bank's Legal Department at 7455 Chancellor Drive Orlando, Florida 32809, to no avail.

18. To date, Defendant has failed to deliver the specific monies at issue,

resulting in damages to the Plaintiff not less than \$75,000.00 (seventy-five thousand dollars).

COUNT I
BREACH OF CONTRACT

19. Plaintiff hereby incorporate and reallege Paragraphs 1 through 18 of the Complaint as if fully restated herein.

20. Defendant Truist Bank breached its contractual obligation to the Plaintiff by unlawfully confiscating Plaintiff's funds located in its bank account at issue.

21. Defendant Truist Bank breached its contractual obligation to the Plaintiff by unlawfully charging Plaintiff Returned Items Fees as a result of Defendant's confiscating Plaintiff's funds located in its bank account at issue.

22. Defendant Truist Bank breached its contractual obligation to the Plaintiff by unlawfully charging Plaintiff Overdraft Items Fees as a result of Defendant's confiscating Plaintiff's funds located in its bank account at issue.

COUNT II
CONVERSION

23. Plaintiff hereby incorporate and reallege Paragraphs 1 through 22 of the Complaint as if fully restated herein.

24. Plaintiff has legal title and right of possession to the monies held in its bank account at issue.

25. Defendant Truist Bank converted Plaintiff's monies held in its business bank account by wrongfully withholding said funds and refusing to return said funds to Plaintiff, despite numerous requests for Defendant to surrender said funds.

COUNT III
BREACH OF THE GOOD FAITH, FAIR DEALING COVENANT

26. Plaintiff hereby incorporate and reallege Paragraphs 1 through 25 of the Complaint as if fully restated herein.

27. Defendant has an implied duty of good faith and fair dealings under its contract with the Defendant.

28. Defendant has breached its implied duty of good faith and fair dealings covenant regarding its contractual relationship with the Plaintiff, by unlawfully debiting Plaintiff's bank account and refusing to return said funds, notwithstanding the numerous requests from Plaintiff for return of same.

29. As a direct and proximate result of Defendant's bad faith conduct, Plaintiff has suffered consequential damages to be proven at trial.

COUNT IV
BAD FAITH AND ATTORNEY'S FEES

30. Plaintiff hereby incorporate and reallege Paragraphs 1 through 29 of the Complaint as if fully restated herein.

31. Defendant has acted in bad faith, been stubbornly litigious, and caused

Plaintiff unnecessary trouble and expense in requiring the filing of the instant lawsuit. Pursuant to O.C.G.A. §§ 13-6-11 and 51-12-7, Plaintiff hereby respectfully request and specifically pleads for the recovery of expenses of litigation, interest, penalties, and attorneys' fees as a result of the Defendant's stubbornly litigious and bad faith conduct.

WHEREFORE, Plaintiff prays as follows:

- (a) Process Issue as provided by law;
- (b) Plaintiff have a trial by jury against Defendant
- (c) Judgment be awarded to Plaintiff and against Defendant
- (d) The Plaintiff recover the full value of the funds converted;
- (e) For pre-and post-judgment interest;
- (f) For costs incurred herein;
- (g) Any and all damages above;
- (h) Award for all attorney's fees; and
- (i) For such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

CERTIFICATION OF COUNSEL

I hereby certify that the foregoing **COMPLAINT FOR DAMAGES** has been prepared with Times New Roman, 14-point font, one of the fonts and point selections approved by the court in LR 5.1.

This 18th day of December, 2021.

Respectfully submitted,

/s/ Marsha W. Mignott

Marsha W. Mignott

Georgia Bar No. 141933

Attorney for Plaintiff

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